

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 29 TO LEASE NO. GS-04B-43223	
ADDRESS OF PREMISES 1000 18 TH STREET NORTH BIRMINGHAM, AL 35203-1000	PDN Number: PS0033396	Page 1 of 1 (6 Pages Including Exhibits)

THIS AMENDMENT is made and entered into between CLF FBI BIRMINGHAM, LLC, A Delaware Limited Liability Company

whose address is: 2325 E CAMELBACK RD STE 1100
PHOENIX, AZ 85016-9078

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

This Lease Amendment (LA) serves as the Lessor's Notice to Proceed for re-doing the floor coating in the automotive bay. Said work shall be comprised of the following steps:

- 1) Abrade 1,925 square feet of existing floor coating and de-grease as needed.
- 2) Prime with General Polymers® 3504.
- 3) Top coat with Armorseal® Rextthane™ with a General Polymers® slip resistant additive.
- 4) Move existing automotive bay equipment/items to accommodate completion of above work.

Said work shall be completed in accordance with Lessor's proposal attached hereto as Exhibit "A" (2 pages) and General Conditions attached hereto as Exhibit "B" (3 pages).

Upon the Lessor's completion of said work and the Government's inspection and acceptance of the same, the Government hereby agrees to reimburse the Lessor, via lump-sum payment, \$22,011.00 as detailed in Exhibit "A."

This LA also memorializes a change of address for the Lessor/Payee.

Old Address:
1065 Avenue of the Americas, 19th Floor
New York, NY 10018-0688

New Address:
2325 E Camelback Rd Ste 1100
Phoenix, AZ 85016-9078

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Todd J. Weiss
 Title: Authorized Signatory of VEREIT Operating Partnership, LP, Sole member of
 Entity Name: CLF FBI Birmingham LLC
 Date: 2/1/2016

Signature: (b) (6)
 Name: W. Justin Kidwell
 Title: Lease Contracting Officer
 Entity Name: GSA, Public Buildings Service
 Date: 03/10/2016

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: Amy Hanks Cornelius
 Title: VP, Legal Services
 Date: 2/1/2016



MEMORANDUM

DATE: May 21, 2015

TO: Londarius Jackson

FROM: Chris Nelson

RE: Birmingham FBI auto bay floor coating

In response to the GSA's request to install a non-slip coating on the auto bay floors, Lessor has priced out and proposes the following.

Clean and install approximately 1925 s.f. of Armorseal Rextthane	
-with slip resistant additive	
ACE Painting	\$15,800
Protection and extra filters for HVAC	\$ 1,500
Remove and store equipment	<u>\$ 1,840</u>
Sub total	\$19,140
Project Management (5%)	\$ 957
Lessor Fee (10%)	<u>\$ 1,914</u>
Total Project Price	\$22,011

This pricing includes all work outlined in ACE Painting's proposal date May 4. All work to be done during normal work hours. FBI and GSA must make the space available with unobstructed access.

Feel free to contact me with any questions.

ACE Painting Co., Inc.



Office (205) 680-0508

5120 Pinson Valley Parkway
Birmingham, Alabama 35215

Fax (205) 680-2631

May 4, 2015

Blackfin LLC.
Phillip Busby
1000 18th Street North
Birmingham AL 35203

PROPOSAL FOR FLOOR COATING PROJECT AT 1000 18TH STREET NORTH BIRMINGHAM AL

1. Scope for of work as follows. Abrade 1925 SFT. Of existing floor coating and degrease as needed. Prime with General Polymer 3504 top coat with Armorseal Rextthane with a General Polymer slip resistant additive.

All products will be Sherwin Williams and General Polymer.

- Total amount for floor coating\$15800.00
- Total to move equipment and store will be additional.....\$1840.00

(PRICE INCLUDES ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THIS PROJECT)

The proposal as stated above will be performed in accordance to specifications
Submitted and completed in a substantial workmanlike manner and fashionable time.

The above prices, specifications and conditions are satisfactory and hereby accepted.

Ace Painting Co., Inc. is hereby authorized to perform and complete project as specified.

Payment will be paid upon completion of work. Ace Painting Co., Inc. is not responsible for any previous coatings.

Date: _____ This proposal expires in 30 days

Customer Signature: _____

Ace Painting Co., Inc. Signature: _____



AcePaintingCoInc@Att.net



General Conditions

1. CONDITIONS AFFECTING THE WORK

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work performed. Failure to do so will in no way relieve the Lessor from necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

2. SPECIFICATIONS

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the best interest of the Government. If this agreement is terminated, the contractor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on the agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

5. SCHEDULING AGREEMENT WORK

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. Lessor should ascertain the hours during which work can be performed when preparing his offer.

6. USE OF BUILDING

The Lessor shall prohibit his employees from disturbing paper on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for Government use.

The Contractor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as building managers, guards, inspectors, etc.

7. ACCIDENT PREVENTION

The Contractor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

8. FIRE HAZARDS

The Contractor shall take every precaution to prevent fires during the performance of this agreement. The Contractor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

9. MATERIALS

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufactures or suppliers and shall be of a quality to conform to applicable Federal Specifications. Upon request, the Contractor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Contractor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

10. CONTRACTOR EMPLOYEES

Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidence by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

11. EXTRAS

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

12. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of an agreement, price adjustment pursuant to the "Changes Clause", or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all material and equipment removed shall become the property of the Lessor who shall remove them from the job site.

14. GUARANTEE

Unless otherwise provided in the specifications, the Contractor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. INSPECTION

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

16. INDEMNITY

The Contractor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor.

17. INSPECTION

The Lessor is the prime initiator for having the inspection accomplished. The Lessor is responsible for notifying the GSA and FBI representatives.

18. INVOICE

An invoice for payment must be submitted by one of the following methods directly to:

Online:
www.finance.gsa.gov

Mail:
U.S. General Services Administration
Greater Southwest Finance Center
PO Box 17181
Forth Worth, TX 76102-0181

A proper invoice must include:

Name of Business Concern, Invoice Date, and PDN Number from Lease Amendment
Lease Contract Number, Lease Amendment Number, and Building Location
Description, Price, and Quantity of Property and/or Services Actually Delivered

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

19. PAYMENT PROCEDURES

GSA's payment due date will be thirty days after receipt of invoice or after the acceptance of goods or services, whichever of the two is later. The payment date is the date of the Treasury check. Submittal of an improper invoice may lengthen the thirty day due date.